

SECTION H – SPECIAL CONTRACT REQUIREMENTS**H.1 IRSAP 1052.224-9000(c) DISCLOSURE OF INFORMATION -- SAFEGUARDS (JAN 1998)**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his/her employees with the following requirements:

- (1) All work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the Contractor shall require prior written approval of the Internal Revenue Service. Requests to make such inspections or disclosures should be addressed to the IRS Contracting Officer.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output shall be given the same level of protection as required for the source material.
- (4) The Contractor certifies that the data processed during the performance of this contract shall be completely purged from all data storage components of his/her computer facility and no output will be retained by the Contractor at the time the Government work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any Government data remaining in any storage component will be safeguarded to prevent unauthorized inspection or disclosure.
- (5) Any spoilage or any intermediate hard copy printout which may result during the processing of Government data shall be given to the IRS Contracting Officer or his/her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and shall provide the IRS Contracting Officer or his/her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) No work involving information furnished under this contract will be subcontracted without the specific approval of the IRS Contracting Officer.
- (7) All computer systems processing, storing and transmitting tax data must meet or exceed computer access protection controls (C2). To meet C2 requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance and documentation.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

All security features must be available (object reuse, audit trails, identification/authentication and discretionary access control) and activated to protect against unauthorized use of and access to tax information.

- (8) Should a person (Contractor or subcontractor) or one of his/her employees make any unauthorized inspection(s) or disclosure(s) of confidential tax information, the terms of the Default clause (FAR 52.249-8), incorporated herein by reference, may be invoked.

H.2 IRSAP 1052.224-9000(d) DISCLOSURE OF "OFFICIAL USE ONLY" INFORMATION SAFEGUARDS (DEC 1988)

Any Treasury Department Information made available or to which access is provided, and which is marked "Official Use Only", shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Disclosure to anyone other than an officer or employee of the Contractor or subcontractor at any tier shall require prior written approval of the Government. Requests to make such disclosure should be addressed to the IRS Contracting Officer.

H.3 IRSAP 1052.224-9001(a) DISCLOSURE OF INFORMATION - CRIMINAL/CIVIL SANCTIONS (JAN 1998)

- (1) Each officer or employee of any person (Contractor or subcontractor) at any tier to whom returns or return information is or may be disclosed shall be notified in writing by the person (Contractor or subcontractor) that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person (Contractor or subcontractor) shall also notify each officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure plus the cost of the action. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n).
- (2) Each officer or employee of any person (Contractor or subcontractor) to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract and that inspection of any such returns or return information for a purpose or to an extent not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person (Contractor or subcontractor) shall also notify each such officer and employee that any such

SECTION H – SPECIAL CONTRACT REQUIREMENTS

unauthorized inspection of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(l)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

H.4 IRSAP 1052.224-9001(b) DISCLOSURE OF INFORMATION - "OFFICIAL USE ONLY" (DEC 1988)

Each officer or employee of the Contractor or subcontractor at any tier to whom "Official Use Only" information may be made available or disclosed shall notified in writing by the Contractor that "Official Use Only" information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such "Official Use Only" information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 18 U.S.C. Sections 641 and 3571. Section 641 of 18 U.S.C. provides, in pertinent part, that whoever knowingly converts to his use or the use of another, or without authority sells, conveys, or disposes of any record of the United States or whoever receives the same with the intent to convert it to his use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine or imprisoned up to ten years or both.

H.5 IRSAP 1052.224-9002 DISCLOSURE OF INFORMATION --INSPECTION (DEC 1988)

The Internal Revenue Service shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, the Contracting Officer may require specific measures in cases where the Contractor is found to be non-compliant with contract safeguards.

SECTION H – SPECIAL CONTRACT REQUIREMENTS**H.6 IRSAP 1052.204-9000 SECURITY SCREENING REQUIREMENTS FOR ACCESS TO SENSITIVE BUT UNCLASSIFIED SYSTEMS OR INFORMATION (MAR 1998)**

- (a) In addition to complying with any functional and technical security requirements set forth in the schedule and elsewhere in this contract, the Contractor shall request that the Government initiate personnel screening checks and provide signed user nondisclosure agreements, as required by this clause, for each contractor employee requiring staff-like access, i.e., unescorted or unsupervised physical access or electronic access, to the following limited or controlled areas, (a) systems, (b) programs and data. The immediate systems, programs and applications that apply, but are limited to contract requirements are:

(To be determined)

- (b) The Contractor shall submit a properly completed set of investigative request processing forms for each such employee in compliance with instructions to be furnished by the Contracting Officer or his/her designated representative.
- (c) Depending upon the nature of the type of investigation necessary, it may take a period up to several months to complete complex personnel screening investigations. At the discretion of the Government, background screening may not be required for employees with recent or current favorable Federal Government investigations. To verify the acceptability of a non-IRS, favorable investigation, the Contractor shall submit the forms or information needed, according to instructions furnished by the Contracting Officer.
- (d) When contractor employee access is necessary prior to completion of personnel screening, each contractor employee requiring access may be considered for escort access. The Contractor shall promptly submit all requests for approval for escort access to the Contracting Officer or his/her designated representative so as not to endanger timely contract performance.
- (e) The Contractor shall ensure that each contractor employee requiring access executes any nondisclosure agreements required by the Government prior to gaining staff-like access. The Contractor shall provide signed copies of the agreements to the Site Security Officer (SSO) for inclusion in the employee's security file. The name and location of the SSO shall be provided by the Government after contract award. Unauthorized access is a violation of law and may be punishable under the provisions of Title 5 U.S.C. 552a, Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality,

SECTION H – SPECIAL CONTRACT REQUIREMENTS

waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.)(governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)) and other applicable statutes.

- (f) The Contractor shall notify the Contracting Officers Technical Representative (COTR) or the Site Security Officer no later than the end of the day of the termination for cause of an authorized employee's access. The Contractor shall notify the COTR no later than ten days after an authorized employee no longer requires access for any other type of termination. Verbal notifications shall be confirmed in writing within thirty days.

H.7 IRSAP 1052.204-9001 IDENTIFICATION/BADGING REQUIREMENTS (MAR 1998)

During the period of this contract, access to IRS facilities for contractor representatives shall be granted as deemed necessary by the Government. All contractor employees whose duties under this contract require their presence at any Treasury, or Treasury bureau, facility shall be clearly identifiable by a distinctive badge furnished by the Government. In addition, corporate identification badges shall be worn on the outer garment at all times. It is the sole responsibility of the Contractor to provide this corporate identification. Upon the termination of the employment of any contractor personnel working on this contract, all government furnished identification shall be returned to the issuing office. All on-site contractor personnel shall abide by security regulations applicable to that site.

H.8 IRSAP 1052.209-9001 ORGANIZATIONAL CONFLICTS OF INTEREST (APR 1999)

- (a) **Purpose.** The purpose of this clause is (1) to ensure that the Contractor is not biased because of conflicting roles in financial, contractual, organizational, or other interests which relate to the work to be performed under this contract, and (2) to ensure the Contractor does not obtain any unfair competitive advantage over other parties as a result of its work under this contract.
- (b) **Scope.** The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as the "Contractor") in any activities related to this contract. The term contractor includes the prime contractor, subcontractors, mentors, joint-ventures, consultants, or any others acting in a similar capacity.
- (c) **Reporting.** The Contractor shall immediately report to the Contracting Officer any conflicts or potential conflicts that arise during the performance of work under

SECTION H – SPECIAL CONTRACT REQUIREMENTS

this contract, including those that may surface at the subcontract level. Once reported, the Contracting Officer may terminate the contract for convenience if such an action is in the best interest of the Government. However, should there be any misrepresentation of facts in reporting an OCI or a potential OCI, at the prime or subcontract level, or a complete failure to report such, the Contracting Officer may impose the remedies provided in subparagraph (f) of this clause.

(d) **Restrictions.**

- (1) The Contractor shall not be eligible to participate in Internal Revenue Service contracts, subcontracts, or proposals which stem directly from the Contractor's performance of work under this contract, for a period of 2 years after the completion of this contract to the extent that such work would create a conflict of interest as defined in FAR 9.5, Organizational and Consultant Conflict of Interest, that cannot be mitigated as described in FAR 9.5.
- (2) The Contractor shall not perform any advisory or assistance services work under this contract for a period of 2 years, that results in a conflict of interest as defined by FAR 9.5, Organizational and Consultant Conflict of Interest, that cannot be mitigated as described by FAR 9.5, unless directed to do so by the Contracting Officer, if the Contractor has been or is substantially involved in the developing or marketing of its products or services or the products or services of another firm.
- (3) If, under this contract, the Contractor prepares a statement of work or specifications to be used in competitive acquisitions, that results in a conflict of interest as defined by FAR 9.5, Organizational and Consultant Conflict of Interest, that cannot be mitigated as described by FAR 9.5, the Contractor shall be ineligible to perform or participate, in any capacity, in any acquisition which is based on said statement of work or specification for a period of 2 years.

(e) **Subcontracts.** The Contractor shall include a clause, substantially similar to this clause, including this subparagraph, in all subcontracts (including purchase/delivery orders), teaming arrangements, and/or other agreements calling for the performance of work related to this contract unless exempted in writing by the Contracting Officer.

(f) **Remedies.** For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict at the time of or after award, the IRS may terminate the contract for default, disqualify the Contractor from subsequent related efforts, and pursue such other administrative

SECTION H – SPECIAL CONTRACT REQUIREMENTS

remedies as may be permitted by law or other terms and conditions of this contract.

H.9 DTAR 1052.219-71 SUBCONTRACTING PLAN (MAR 2002)

Not applicable to the Government MEO.

As part of its initial proposal, each large business offeror shall submit a subcontracting plan, as prescribed in FAR 52.219-9. Use of the subcontracting plan outline contained in Section J of this solicitation is optional, however, plans must contain all elements included in the outline.

(End of Provision)

H.10 DTAR 1052.219-73 DEPARTMENT OF THE TREASURY MENTOR PROTEGE PROGRAM (JAN 2000)

Not applicable to Government MEO.

Large and small businesses are encouraged to participate in the Department of the Treasury Mentor-Protege program. Mentor firms provide small business proteges with developmental assistance to enhance their business capabilities and ability to obtain federal contracts.

Mentor firms are large prime contractors or eligible small businesses capable of providing developmental assistance. Protege firms are small businesses, as defined in 13 CFR 121, 124, and 126.

Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance to aid proteges. Contractors interested in participating in the program are encouraged to contact the Department of the Treasury OSBD or the Bureau OSBD for further information.

(End of Provision)

H.11 IRSAP 1052.239.9007 – Access, Use or Operation of IRS Information Technology (IT) Systems by Contractors

In performance of this contract, the contractor agrees to comply with the following requirements and assume responsibility for compliance by his/her employees:

1. IRS Information Technology Security Policy and Guidance.

All current and new IRS contractor employees authorized staff-like (unescorted) access to Treasury/IRS owned or controlled facilities and information systems, or work, wherever located, on those contracts which involve the design, operation, repair or maintenance of information systems and access to sensitive but unclassified information shall comply with the IRS Information Technology Security Policy and Guidance, Internal Revenue Manual (IRM) 25.10.1. A copy of IRM 25.10.1 may be

SECTION H – SPECIAL CONTRACT REQUIREMENTS

requested from the contracting officer or Contracting Officer Technical Representative (COTR). **Notice:** The IRS Policy 87-04 which authorizes limited personal use of IT systems by IRS employees does not apply to contractor employees.

2. Access Request and Authorization.

Within (10) calendar days after contract award, issuance of a task order or other award notice, or acceptance of new or substitute contractor employees by the COTR, the contractor shall provide the COTR a list of names of all applicable contractor employees and the IRS location(s) identified in the contract for which access is requested. A security screening, if determined appropriate by the IRS and in accordance with IRM 1.23.2, Contractor Investigations, and Treasury Directive Policy (TD P) 71-10, Chapter II, Section 2, will be conducted by the IRS for each contractor employee requiring access to IRS' IT systems, or as otherwise deemed appropriate by the COTR. The Government reserves the right to determine fitness of a contractor employee assigned staff-like access under a contract and whether the employee shall perform or continue performance under the contract. Security screenings of contractor employee which reveal the following may be unacceptable under this contract: conviction of a felony, a crime of violence or a serious misdemeanor, a record of arrests for continuing offenses, or failure to file or pay Federal income tax (not an inclusive list). Upon notification from the National Background Investigations Center (NBIC) of an acceptable contractor employee security screening, the COTR will complete an Online 5081, Information System User Registration/Change Request, for each prime or subcontractor employee and require an electronic signature from each employee indicating the contractor employee has read and fully understands the security requirements governing access to the Service's IT systems. IRS approval of the Online 5081 is required before a contractor employee is granted access to, use or operation of IRS IT systems. IRM 25.10.1 includes more detailed information on the Online 5081.

3. Contractor Acknowledgement.

The contractor also acknowledges and agrees that he or she understands that all contract employees must comply with all laws, IRS system security rules, IRS security policies, standards, and procedures. The contractor also acknowledges that a contract employee's unsanctioned, negligent, or willful violation of the laws, IRS system security rules, IRS security policies, standards, and procedures may result in the revocation of access to IRS information technology systems, immediate removal from IRS premises and the contract, and for violations of Federal statute or state laws, the contract employee may be arrested by Federal law enforcement agents.

4. Unauthorized Use of IRS Resources

Contractor employees shall not use IRS information technology equipment/resources for activities that are personal in nature or illegal. Other types of actions that are unauthorized include but are not limited to:

(a) Creating, copying, transmitting, or retransmitting greeting cards, screen savers, video, sound (including streaming video or music) or other large file attachments; subscribing to unofficial LISTSERVs or other services that create a high-volume of

SECTION H – SPECIAL CONTRACT REQUIREMENTS

email traffic, or using e-mail practices that involve ongoing message receipt and transmission (referred to as instant messaging/messenger). Using “Push” technology on the Internet, (e.g. subscribing to a service, not authorized by the IRS, that gathers information and sends it out automatically to subscribers), and continuous data streams such as streaming stock quotes are inappropriate uses.

(b) Accessing personal e-mail accounts such as AOL or Hotmail through the IRS Internet firewall, hacker’s information or tools, chat rooms (involving instant messaging) or gambling sites;

(c) Creating, downloading, viewing, storing, copying, or transmitting sexually explicit or sexually oriented materials such as adult pornography;

(d) Downloading, copying, and/or playing of computer video games;

(e) Posting agency information to external news groups, bulletin boards or other public forums without authorization; and

(f) Accessing child pornography, bondage and bestiality, obscenity or other types of images that violate criminal law.

Any unauthorized use may be reported to the Contracting Officer’s Technical Representative (COTR), the Contracting Officer, and the Department of Treasury Inspector General for Tax Administration (TIGTA).

5. Replacement Personnel.

Replacement personnel must be acceptable to the COTR. The contractor shall agree to remove the person assigned within one day of official notification by the Government and provide a replacement within five days. New hires or substitutions of personnel are subject to an acceptable IRS security screening conducted by the IRS National Background Investigation Center (NBIC), prior to being authorized access to IRS facilities and information systems.

6. Monitoring Notification.

IRS management retains the right to monitor both the content and the level of access of contractor employees’ use of IRS IT systems. Contractor employees do not have a right, nor should they have an expectation, of privacy while using any IRS information technology system at any time, including accessing the Internet or using e-mail. Data maintained on government office equipment may be subject to discovery and Freedom of Information Act requests. By using government information technology systems, consent to monitoring and recording is implied with or without cause, including (but not limited to) accessing the Internet or using e-mail or the telephone. Any use of government information technology systems is made with the understanding that such use is generally not secure, is not private and is not anonymous.

SECTION H – SPECIAL CONTRACT REQUIREMENTS**7. Subcontracts.**

The Contractor shall incorporate this clause (IRSAP 1052.239.9007 – Access, Use or Operation of IRS Information Technology (IT) Systems by Contractors) in all subcontracts, subcontract task or delivery orders or other subcontract performance instrument where the subcontractor employees will require access, use or operation of IRS information technology systems.

H.12 SUBCONTRACTING

Pursuant to the clause in Section I cited as FAR 52.215-2, “Audits and Record-Negotiation”, the Government has the right to audit the SP and any subcontractor(s) selected. The SP is responsible for any subcontractor(s) selected and shall inform all subcontractor(s) of the Government's right to audit. This clause in no way conflicts with the provision regarding subcontracting required by Public Law 95-507 and included in Section I cited as FAR 52.244-2, “Subcontracts”.

H.13 KEY/EMPLOYEE PERSONNEL

The key personnel listed below are considered essential by the Government and to the work being performed under this contract and shall not be replaced or substituted for the first 180 days after award. The key personnel assigned to or utilized by the SP in the performance of this contract must be available to the Government on a full time basis. The SP shall propose any/all labor categories to include key personnel necessary to accomplish the requirements of this contract.

Program Manager

On-Site Manager per each Logistics Support Site

Substitution of Personnel: If any changes in proposed key personnel should occur during actual performance, notwithstanding the provision contained at Section G.1.3 prior to diverting any of the specified individuals to other programs or when a specified individual is terminating his employment, the SP shall notify the Contracting Officer (CO) 60 calendar days in advance. The SP shall submit justification with a proposed substitute whose qualifications are equal to or greater than the person being replaced, along with a 1-2 page introductory summary in sufficient detail to permit evaluation within 10 calendar days of notification of a substitution.

The advance notification shall be delivered to the CO no less than two weeks prior to any termination or planned transfer of specified individuals. No diversion of key personnel shall be made by the SP without the written consent of the CO. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

The SP shall substitute all other personnel when required. Substitution of employee personnel shall be without degradation to service and disruption to customer support.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

Employee personnel assigned to or utilized by the SP in the performance of this contract must be available to the Government on a full time basis.

H.14 SYSTEM/SERVICE IMPROVEMENTS

- (a) During the performance of this contract, the Government may solicit, and the Contractor is encouraged to independently propose improvements to the system, services, or other contract requirements. These improvements, which must be within the general scope of this contract, may be proposed for technology enhancement, technology renewal, or for any other purpose which presents a system or service performance advantage to the Government. Improvements in technology which better provides for the needs of employees/users with disabilities is especially encouraged.
- (b) At a minimum, any proposal submitted by the SP pursuant to this clause shall include the following information:
 - (1) A statement to the effect that the proposal is being submitted pursuant to this clause;
 - (2) A detailed technical description of the proposed changes;
 - (3) A detailed comparison between the existing contract requirements and the proposed changes, including the advantages and disadvantages of each;
 - (4) An itemized list of each contract requirement, including any delivery schedules or completion dates that would, in the SP's opinion, be effected by the proposed changes;
 - (5) An estimate of any change (increase or decrease) to the contract's price, including any related cost, such as operation;
 - (6) An estimate of the date by which the Government should accept the proposal in order to receive maximum benefits; and,
 - (7) The date until which the proposal is valid. (This date must provide reasonable time for the Government to review the proposal.)
- (c) The SP may withdraw, in whole or in part, any improvement proposal which is not accepted by the Government within the specified time for acceptance.
- (d) The CO shall accept or reject any improvement proposal by giving the SP written notice of such acceptance or rejection.
- (e) If the proposal is accepted, the CO shall issue a contract modification to incorporate any necessary changes into the contract, including any increase or

SECTION H – SPECIAL CONTRACT REQUIREMENTS

decrease in the contract price. Such adjustment shall be made in accordance with the FAR clause 52.243-1, entitled "Changes-Fixed Price". However, the contract modification shall state this is entered into under the authority of this clause.

- (f) Unless and until the contract is modified in writing to incorporate any changes resulting from the Government's acceptance of an improvement proposal, the SP shall continue to perform in accordance with the contract's existing terms and conditions.
- (g) The CO's decision to accept or reject any improvement proposal shall be final and shall not be subject to the terms cited in Section I as FAR 52.233-1, "Disputes". Furthermore, the Government shall not be liable for the direct reimbursement of any proposal costs. In no event shall the Government be liable for any additional costs incurred by the SP due to the Government's delay in accepting or rejecting any improvement proposal.
- (h) The SP is requested to identify specifically any information contained in its improvement proposal which it considers confidential and/or proprietary and which it prefers not be disclosed outside the Government. The SP's identification of information as confidential and/or proprietary is for informational purposes only and shall not be binding on the Government. The SP is advised that such information may be subject to releases under the Freedom of Information Act (5 U.S.C. 552).

H.15 NONPAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any service performed by the SP of his own volition or at the request of an individual other than a duly appointed CO. Only a duly appointed CO is authorized to change the specifications, terms, and conditions in this contract.

H.16 INSURANCE - WORK ON A GOVERNMENT INSTALLATION

Not applicable to the Government MEO.

In accordance with FAR 52.228-5, "Insurance - Work on a Government Installation", in Section I, insurance of the following types and minimum amounts shall be procured and maintained during the entire period of performance under this contract:

- (a) Workman's Compensation and Employer's Liability Insurance - as specified by applicable statute, but not less than \$100,000.
- (b) General Liability Insurance - Bodily Injury Liability - \$500,000 per occurrence.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

- (c) Automobile Liability Insurance - \$200,000 per person, \$500,000 per occurrence for bodily injury, \$20,000 per occurrence for property damage.

H.17 OBSERVANCE OF REGULATIONS/STANDARD OF CONDUCT AT GOVERNMENT INSTALLATIONS

When SP personnel are performing contract work at an IRS or other Government facility, they shall comply with all rules and regulations of the facility, including, but not limited to, rules and regulations governing security, controlled access, personnel clearances and conduct with respect to health and safety and to property at the site.

The SP shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. The SP shall ensure that their employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones that are not in their privy of work, except as authorized.

In the event that the conduct or performance of any SP provided personnel is deemed unsatisfactory, the Government reserves the right to an immediate temporary replacement.

H.18 SP RESPONSIBILITY FOR ASSIGNED SPACE, EQUIPMENT, AND SUPPLIES

If, due to the fault or neglect of the SP, his agents, or employees, damage any Government property, equipment, stock or supplies, during the performance of this contract, the SP shall be responsible for such loss or damage and the Government, at its option, may either require the SP to replace all property or to reimburse the Government for the full value of the lost or damaged property.

The SP is responsible for maintaining all assigned space(s) in a clean and orderly fashion during the course of this contract. See section C.3.

H.19 NEWS RELEASES AND ADVERTISING OF THE CONTRACT

- (a) The SP agrees not to refer to this contract award in news releases or commercial advertising in such a manner as to state or imply that the system, product, or service being provided under the contract is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.
- (b) Under no circumstances shall the SP, or anyone acting on behalf of the SP, refer to the system, product, or service being provided under the contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the CO. Should any such news release or commercial advertising be made by or on behalf of the SP without such consent first being so obtained,

SECTION H – SPECIAL CONTRACT REQUIREMENTS

the Government will consider institution of all remedies available under the provision of this contract.

H.20 SECTION 508 REQUIREMENTS

The SP must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The SP must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The SP must ensure that the list is easily accessible by typical users beginning five calendar days after award. The SP must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to his product line.

The SP must ensure that all EIT products that are less than fully compliant are offered pursuant to extensive market research, which ensures that they are the most compliant products and services available to satisfy this solicitation's requirements.

For every EIT product accepted under this contract by the Government that does not comply with 36 CFR Part 1194, the SP shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first

H.20 RIGHT-OF-FIRST-REFUSAL FLOW DOWN

Contract clause FAR 52.207-3, Right of First Refusal, shall be a flow down requirement for all subcontractors.

H.21 GOVERNMENT-FURNISHED PROPERTY

The SP shall comply with the applicable policies and procedures provided in FAR Part 45. The SP shall establish and enforce suitable penalties for employees who use or authorize the use of Government equipment for other than performance of Government contracts and provide the SP's established penalties in writing to the CO at least 30 days prior to contract start date.

H.22 PERFORMANCE MEASUREMENTS

See Section J, Attachment J-5, Performance Requirements Document (PRD) and PWS in Section C of this contract.

SECTION H – SPECIAL CONTRACT REQUIREMENTS**H.23 SUBSTITUTION OR ADDITION OF PERSONNEL**

(a) The SP agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required in Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The offeror agrees that during the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer, at least fifteen (15) days prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required for paragraph (d) above. The additional personnel shall have qualifications greater than or equal at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the

SECTION H – SPECIAL CONTRACT REQUIREMENTS

condition, he may equitably adjust (downward) the contract price to compensate the Government for any delay, loss or damage as a result of the contractor's action.

H.24 POST-AWARD CONFERENCE

The Service Provider (SP) shall attend a post-award conference at (TO BE DETERMINED), prior to the commencement of the phase-in period. The purpose of the conference is to highlight essential contract requirements, coordinate implementation timelines, and answer questions that SP may have prior to commencement of work. The SP shall submit any questions in writing to the Contracting Officer.